

Mr JSM Dwyer Consultant Orthopaedic Surgeon

Medicolegal reporting terms and conditions

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1. General considerations

- 1.1 The following terms and conditions shall apply to the provision of written medical reports and written or verbal medical witness work by Mr JSM Dwyer Consultant Orthopaedic Surgeon - the medical witness.
- 1.2 Crucially to avoid unnecessary conflict the instructing party and client/claimant/defendant must be aware of and understand the difference between Medical opinion and Medicolegal opinion (vide infra 1.3 - 1.5 and 4.7 - 4.9).
- 1.3 Medical opinion is generated following a patient's engagement with and assent to medical care and can only be developed after clinical interview and examination making the assumption that the history reported and clinical features displayed by the patient are unaltered by acts of omission or of commission by the patient. Consequent upon this assessment selected past medical records are reviewed and special tests or investigation will be undertaken either with the patient's implied consent or for more invasive procedures fully informed consent to enable the treating clinician move from a differential diagnosis to a diagnosis and thereupon the natural history of the condition may be explained to the patient and discussion as to how treatment might alter that undertaken following which the patient may or may not decide to proceed with an offer of treatment. The medical practitioner in this situation is the patient's advocate and responsible and accountable for their medical care and is obliged to maintain confidence so far as the Law will permit and to act in the patients best interest and may subjectively assess or provide information to the patient in ways that are designed to be supportive of their recovery from injury or illness.
- 1.4 Medicolegal opinion is generated upon receipt of instruction from an advocate acting for a client/claimant/defendant. In order to provide a complete report this usually requires both clinical interview and examination of the client/claimant/defendant and review of all relevant documentary evidence by the medical witness. The medical witness however will act in accordance with instruction and may report only on the information made available to him. The medical witness is obliged to remain, throughout the case, an objective and independent expert witness acting as a servant of the Court not becoming engaged in, or responsible or accountable for, medical management of the client/claimant/defendant. The medical witness is unable to engage in subjective or partisan comment in relation to the case regardless of encouragement/enticement to do so and must in the view of the Court fairly and reasonably interpret information provided for review and whilst the medical witness may give a personalised opinion the medical witness is obliged to inform the Court of any reasonable spread of opinion. Opinion(s) may or may not be, wholly, partially or at all in accordance with those of the instructing party or the client/claimant/defendant. The client/claimant/defendants personal medical information will be viewed by non-medical personnel.
- 1.5 The nature of medical opinion is that it is in part subjective and usually relates only to the individual patient and therefore may vary widely between clinicians acting in a role of advocacy of their patients. Medicolegal opinion however is required to be more objective and will take account of the balance of reasonable probability and standards of practice that would be undertaken by a reasonable body of clinicians. Discussion between experts may permit alignment of opinion when there is agreement between experts considering established factual information with the benefit of alternative perspectives. When there is no agreement between experts and the legal case cannot be settled or mediated it is Judgement that will determine, which expert opinion if any, is considered most relevant to the facts of the whole case and is therefore preferred by the Court.

2. Charges

- 2.1 Preparing a report, including inspection of all relevant documentation, medical records and all other time spent in relation to this matter (apart from 2.5 and 3.5 vide infra) is **£250 per hour - the usual rate to which VAT will be added**. This will include letters, telephone discussion, e-mail correspondence, research, pre-trial preparation work, review of surveillance evidence, review of Court particulars and proceedings. This means that the fee range for Personal Injury cases is usually, but not exclusively, between £3,000 and £6,000 per injury, while the fee range for Medical Negligence cases is usually, but not exclusively, between £3,000 - £12,000 per injury. The **minimum fee is £500**. VAT will be added to all fees.
- 2.2 On receipt of instruction (subject to any necessary clarification on the part of the medical witness) an appointment will be sent to the client/claimant/defendant and/or review of documentary evidence will commence. Further instruction or documentation or additional information provided after clinical interview and examination of the client/claimant/defendant and/or after preparation of a report solely from documentary evidence has been undertaken will be reviewed by the medical witness and further work undertaken charged at the usual rate. These fees will be charged in addition to the fee for work already undertaken and invoices sent to the instructing party.
- 2.3 When, in accordance with instruction, the medical witness is required to travel in order to attend meetings or conference with counsel/solicitors/insurers/other third party, give evidence as a witness in Court or provide any other service related to or demanded by the case, time spent travelling is charged at the usual rate.
- 2.4 Reports prepared in accordance with instruction, following conference or meeting with the opponents expert(s)/other third party, will be charged at the highest usual rate of any of the experts engaged.
- 2.5 When, in accordance with instruction, the medical witness makes himself available to give evidence as a witness in Court fees charged will be: £3,000 per full day or £2,000 per half day; Plus related expenses (which will include): full reimbursement for first-class rail travel, business class air travel, use of a car at £1.80/mile, overnight accommodation (minimum 4 star standard), all sub-contracted work and any/all other expenses reasonably incurred - the Court rate. Please note Court fees must be paid within 30 days of invoice.
- 2.6 The medical expert requires a period of notice of not less than 12 weeks to take leave from NHS duties in order to be able to guarantee attendance at meetings or to give evidence in Court. Such leave will not be booked until a formal booking has been made in writing and accepted by the medical witness.
- 2.7 If the instructing party, their agent or other third party cancel instruction(s) or formal booking of requirement to attend Court to give evidence, the medical witness shall be entitled to charge the instructing party a fee, reflecting the cost of work and expense of administrative time to the date of cancellation. The fee will be determined by charging at the usual rate for the time spent on any and all work undertaken.
- 2.8 In the event of late cancellation, defined as a period of less than 3 working days, of an appointment by the instructing party/other third party or failure of the client/claimant/defendant to attend an appointment with the medical witness, a fee representing the loss of income incurred by the medical witness, as determined by the allocated appointment time, charged at the usual rate, will be payable by the instructing party. The fee will not usually be less than that determined by the usual rate multiplied by the time set aside for the appointment or the anticipated time of travel to and from conference or Court and the time that would have been spent attending conference or Court. In order to avoid incurring such a fee the medical witness must be in receipt of written notice of the cancellation more than 3 working days prior to the appointment/attendance, from the instructing party/other third party/client/claimant or defendant.
- 2.9 When the medical witness, in accordance with instruction, makes himself available to engage in discussion at a meeting or conference with Counsel, joint expert meeting, or other conference/meeting relating to the case, or to give evidence in Court and, subsequently, for any reason, is no longer required to be available on the date/dates and time/times originally specified, the medical witness shall be entitled to charge a percentage of the original fee agreed or the anticipated fee as determined by the time set aside for meeting or conference with Counsel or other experts calculated by the usual rate or if attendance at Court is cancelled, the Court rate will apply. The anticipated fee will be calculated by the usual rate multiplied the time set aside to fully act in accordance with instruction or the Court rate multiplied by the number of day's attendance at Court for which the medical witness has been formally booked to make himself available. Depending on the period of notice of cancellation by the instructing

party/other third party the fees charged will be as follows: Notice of the cancellation received by the medical witness of more than 6 calendar weeks will result in no fee for cancellation of the meeting or attendance being charged;
 Notice of cancellation received by the medical witness within 6 calendar weeks but more than 15 working days before the meeting or attendance will result in 25% of the anticipated fee being charged.
 Notice within 15 working days but more than 3 working days before the meeting or attendance will result in 50 percent of the anticipated fee being charged. Notice of cancellation received by the medical witness within 3 working of the meeting or attendance days will result in 100% of the anticipated fee being charged.

- 2.10 The amount due to the medical witness shall not be subject to reduction as a result of a detailed assessment of Court imposed limitation. It shall be the sole responsibility of the instructing party:-
 - a) To ensure the medical witness charges are no higher than reasonably necessary for the purposes of the litigation; and
 - b) In legally aided cases, to obtain prior approval of the medical witness charges from the Legal Services Commission or Legal Aid Agency (see paras 3.10 to 3.15).
- 2.11 The medical witness will charge for correction of factual errors that have arisen as a consequence of inaccuracies in medicolegal opinion developed on the basis of review of documentation when the documentation at the time of reporting is incomplete; or following clinical interview and examination of the client/claimant/defendant when subsequent adjustment is requested due to acts of omission or commission made by the client/claimant/defendant or errors made by the instructing party or subsequent provision of new factual information that permits or requires adjustment to the initial report or provision of a supplementary report.
- 2.12 The medical witness is not subject to conditional fee agreement and all fees will be paid in full by the instructing party regardless of the outcome of the case.
- 2.13 Should the Court make a cost management order under CPR 3.15 and the instructing party request that the medical witness provide an "estimate of fees" it will be the duty the instructing party to ensure that all possible stages of the case are considered and the medical witness is fully informed in advance of provision of the "estimate of fees" of the requirement of the degree of engagement and amount and complexity of work to be undertaken whilst under instruction. For example (but not exclusively), sorting and reviewing records, re-examining the client and preparing a supplemental report; reviewing reports prepared by other experts; reviewing documentation; attending case conferences; preparing joint statements; answering questions; providing clarification; research and provision of literature; correspondence (written, e-mail or fax) telephone enquiries or conversations; general administration; and attending trial to give evidence in person. Cost estimates provided by the medical witness are not binding and in cases where the costs of total work exceeds the "estimate of fees" the instructing party will be contractually liable for the shortfall.
- 2.14 The medical witness will prepare pre-claim assessment or scoping reports providing non-CPR compliant advice in the form of a brief letter prepared after review of a précis of the medical records provided in the form of a chronology, witness statements and/or detailed letter of instruction and relevant imaging for a fee of £500 + VAT. Such a report would need to be prepared on the basis of review of not more than 50 pages of medical records and 10 radiographs and should there be administration or other costs not generated by the medical witness then these would remain the responsibility of those instructing the medical witness. The instructing party should carefully note that whilst liability might reasonably be assessed often causation is difficult to establish in this short form format and without clinical interview and examination it is not possible to report on condition or prognosis. Any further instruction including supplementary questions in relation to the short report or further instruction should the claim progress and require a more detailed report would be dealt with under the medical witness's usual terms and conditions. The medical witness reserves the right to restrict work (See para 4.4) and/or charge an hourly rate in accordance with paras 3.1 - 3.3 or 3.5 where the volume of information provided for review requires a disproportionate amount of time spent in preparing such a report (See para 4.9).
- 2.15 **Fee estimates.** Time required for preparation of a report from medical or other records can be approximated by multiplying the sum of an allowance of 2 minutes per page of unreduced, single sided, A4 photocopied records, 5 – 10 minutes per single plain radiographic projection, 20 – 40 minutes per series of CT or MRI or other scans and an allowance of an additional 20% for general business and correspondence and research by the agreed hourly rate.
 This does not represent the pace of reading of notes but is a formula based on many years experience that identifies proportionately the work required in complex cases to develop an opinion and prepare a factually based, researched and objective medical report.
 Please provide hard copy paper medical records and original CD/DVDs containing images as provision of paper records in electronic format will increase costs and copying of images onto secondary CD/DVD

formats frequently produces corruption of encryption of viewing software and/or transcription errors causing failure of opening of CD/DVDs, the most commonly encountered problem being failure to copy the required viewer in addition to Dicom data and whilst this will mean that the images will be visible on a PC onto which the viewer has been loaded and a copied disc with Dicom data only may appear to work normally on the source PC the copied CD will not open on a subsequent machine.

Estimated fees for reports prepared on the basis of clinical interview and examination are calculated on the basis of an allowance of 2 and 1/2 hours for simple single injuries (for example those injuries or wounds that require only general professional medical advice rather than specialist skills to manage) with an additional 2 – 4 hours allocation of time for each additional injury added to an allowance of an additional 20% for general business and correspondence and research multiplied by the agreed hourly rate. Where clinical interview and examination are combined with review of medical records the sum of both fee estimates will apply. Fee estimates do not include work undertaken following provision of the initial report. Fee estimates are exclusive of VAT and are not binding meaning that only work undertaken by the medical witness is charged except where purchase of evidence used to support the opinion the medical witness develops is requested by the instructing party so that it may be provided to the party and/or the Court (this is often required to avoid risk of breach of copyright).

3. Payment

3.1 The instructing party shall pay all fees within **30 working days** of the date of the invoices.

3.2 **Late Payment of fees** -If the instructing party is late in payment, interest at least the rate for bank lending to small businesses plus 4 percent (at time such additional charges are raised and this would typically be circa 25% - interest rates may rise as well as fall – and the highest rate applicable during the time during which the fee remains unpaid will be applied at the time of final billing with payment by return is received to the whole period during which payment has been deferred or delayed or debt recovery has been undertaken by a third party) of the outstanding fee will automatically be added to the sum due and a new invoice issued which will remain valid for one year after which a similar recalculation will be undertaken and a further invoice issued representing addition of further compound interest and so on for each year, or part thereof, whilst the fee remains outstanding. VAT will be recalculated and added to the invoice.

3.3 **Failure to pay in full within two years** of instruction without prior agreement will result in notification to the Solicitor's Regulatory Body or other appropriate regulatory body such as the Financial Services Authority depending upon the nature of the instructing party at which point immediate payment will be required or debt recovery services will be engaged.

3.4 The medical witness reserves the right at all times to require advance payment for the written reports(s) prior to supplying the report(s) to the instructing party be this in relation to continuing work on existing cases or new case instruction.

3.5 **Deferred payment of fees can be considered:**

- i) to 60 days following provision of the report to the instructing party or their intermediary is undertaken at an hourly rate of **£315per hour**;
- ii) to 90 days following provision of the report to the instructing party or their intermediary is undertaken at an hourly rate of **£370per hour**;
- iii) within 30 working days from settlement of the case can be considered only under cover of separate written agreement on a case-by-case basis. The agreement can only be made in advance of provision of a report. The usual rate for such agreement is **£450 per hour**.

The Court rate and all other terms and conditions remain unaltered. Please note however that **payment in full may not be deferred for longer than 3 years from the date of provision of any report** by the medical witness. This may be of particular relevance in cases where the client is represented by a litigation friend being below the age of majority and either prognosis has to be deferred until skeletal maturity or until conclusion of infant approval hearings; or for clients where reports are provided prior to recovery from or resolution of symptoms has occurred; or when there has not been completion of treatment; or where there is ongoing management of the clients condition.

3.6 In the event that the instructing party encounters financial difficulties that might jeopardise payment of fees they will immediately arrange terms for settlement of all outstanding fees owing the medical witness prior to cessation of trading, entering receivership or liquidation.

3.7 In the event of overpayment of fees the medical witness will not be liable for notification of such overpayment and upon notification by the instructing party and verification of any overpayment fair and reasonable terms for repayment of such fees, less taxes paid and depreciation (calculated from the

point of invoice) on any monies received, must be arranged by the instructing party and agreed by the medical witness.

4. Special terms and conditions

- 4.1 **Association of Medical Reporting Organisations.** Capped fee reports in line with MRO agreements are available by special written agreement on a case by case basis. Such agreement can only be reached once the medical witness is fully informed as to the nature and complexity of the case and the volume and nature of medical records that will need to be reviewed. Provision of such information and any or all costs involved in reaching such an agreement will be funded by the instructing party through their contract with the MRO who will fully refund all the medical witness's expenses should the case proceed or not. However in accordance with the principle of proportionality (the 2007 agreement being made on the basis of cases where anticipated damages would not exceed £15,000) and the rate of inflation since 2007 the medical witness will currently only consider capping fees for an orthopaedic expert report in cases where the level of damages does not exceed £25,000 relating to a claim for personal injury compensation at **£928.90** exclusive of VAT and costs. Note that para 3.1 to 3.4 still apply. The medical witness reserves the right to move the case out of any such arrangement and to apply general terms and conditions. Fees for reports provided under such arrangements may not be deferred.
- 4.2 **Legal Services Commission (LSC) and Legal Aid Agency (LAA).** The medical witness's area of expertise usually require agreement that the usual rate and general terms and conditions apply to all work undertaken for legally aided cases. Should the medical witness's usual rate not be agreed separate written agreement on a case by case basis is required for LAA funded cases in accordance with paras 4.4 to 4.8.
- 4.3 Where the usual rate is not agreed and a reduced rate is imposed the report will only be provided following receipt of full payment of the prior agreed fee or the fee determined by work undertaken at the prior agreed rate.
- 4.4 When a capped fee is imposed the medical witness reserves the right to stop work once the hours of work determined either by:
the agreed hourly rate has been reached
or when no such agreement has been made
the fee as determined by the medical witness's usual rate to the limit imposed by the fee cap has been reached until further negotiation of fees allows work to continue.
- 4.5 The medical witness when requested will only be able to give an estimate of the likely fee for work to be undertaken in accordance with instruction once in receipt of all information required for preparation of the report (vide supra para 2.15). The estimate will only be accurate to within 20% of the fee charged and payment in full up to this margin must be agreed in writing in advance.
- 4.6 The medical witness is a surgeon trained in the UK and subject to requirement to prove training to the required standard achieving qualification that permits registration with the General Medical Council (GMC) and licence to practice by the General Medical Council (GMC) and is subject to the standardised requirement of governance and revalidation agreed by the GMC and surgical Royal Colleges applicable to all surgical specialties. The medical witness requires prior agreement that expertise within their own field must be considered of equal value to that of surgeons working in other fields and that fees are not subject to variation according to geographical location by virtue of practice within London or otherwise. Therefore work undertaken by the medical witness must be remunerated at an equivalent rate to other surgical experts in cases funded by the LAA and this will not currently be less than £171 pounds per hour (the agreed rate for a neurosurgeon prior to 2/12/13 – the subsequently revised lower rate fees are rejected and should you wish to instruct the medical witness in such cases it is recommended that instruction proceeds on the basis of a fixed fee agreed in writing) in both criminal and civil cases. There are no inclusive services contained within this fee rate and every item of business and administration is billed and must be paid for at the agreed hourly rate unless incorporated into and agreed fixed fee. Expenses are to be agreed in accordance with (vide supra) section 2. All fees are to be paid within 30 days of invoice.
- 4.7 The medical witness by virtue of seniority and specialisation requires that instructing party will negotiate fees or rates with the LSC or LAA in excess of those listed in the Remuneration Regulations when instructing the medical witness in exceptional circumstances (vide infra para 4.8) and confirm that agreed prior authority to exceed the fees or rates has been granted by the LSC or LAA when issuing instruction to the medical witness or confirm that the case does not require the benefit of the medical witnesses seniority and specialisation being a clinically simple and straightforward case.

- 4.8 Exceptional circumstances are where the medical witness's evidence is key to the client's case and either -
- a) the complexity of the material is such that a medical witness with a high level of seniority is required; or
 - b) the material is of such a specialised and unusual nature that only very few medical witnesses are available to provide the necessary evidence.
- Where instruction requires that the medical witness act as an expert in the field of paediatric orthopaedics or as a trauma expert exceptional circumstances will apply and the usual rate must be agreed in advance.

4.9 **NHSLA fast track and other screening reports.** The medical witness only on the basis of prior written agreement will provide fixed fee reports that are not CPR part 35 compliant on the basis of review of a selection of medical records and images provided by and at the cost of the instructing party. Any and all such advice is provided by the medical witness is solely on a without prejudice and without liability basis. Fees are **£500** plus VAT and costs when the volume of records reasonably permits reading, interpretation, research, reflection and preparation of written advice to be undertaken within 2 and a half hours (See para 2.14). The medical witness reserves the right to restrict work (See para 4.4) and/or charge an hourly rate in accordance with paras 3.1 - 3.3 or 3.5 where the volume of information provided for review requires a disproportionate amount of time spent in preparing such a report (See para 2.14).

5. Indemnity

It shall be the duty of instructing party to:

- 5.1 Obtain and provide the medical witness with all relevant medical records including x-rays, scans and other investigations or tests or any other information or materials required to inform the reporting process;
- 5.2 Provide complete and correct instruction to the medical witness;
- 5.3 Ensure that the medical witness is only instructed within their area of expertise;
- 5.4 Check that the factual matter covered in the medical witness' report(s) and replies to any pre-trial questions are correct, appropriate, solely within the medical witness's area of expertise and complete.
- 5.5 Fund the provision of any and all additional information required to permit completion of a report be this in the form of recovery of further documentation or imaging or other requirements identified during the process of preparation of the report.
- 5.6 Ensure that payment of the medical witness's fees regardless of outcome of the case is assured and not seek to retrospectively renegotiate or recover the medical witness's fees as a means of offsetting adverse effects of the case on the instructing party's profit costs or for any other reason.
- 5.7 Ensure that the medical witness will not be liable, at any time, for any adverse consequence and/or that the instructing party will recoup the cost of any/all damage(s) to the medical witness arising following work undertaken in accordance with instruction received from the instructing party/other third party;
- 5.8 Ensure the client/claimant/defendant understands the difference between the medical process and the medicolegal process and that by engagement in the medicolegal process their implied consent to release of previously confidential medical information to other experts, non-medical practitioners and persons not engaged in their medical management and that their implied consent to release of this information into the public domain is assumed and indeed is essential to the process. The instructing party must explain to the client/claimant/defendant that the medical witness will not be liable for any perceived or actual harm arising as a consequence of such disclosures whilst acting in accordance with instruction received from any party involved in the case.
- 5.9 Explain to the client/claimant/defendant that the medical witness will not be liable in any respect for inaccuracies in medicolegal opinion developed solely on the basis of review of documentation or solely following clinical interview and examination of the client/claimant/defendant or where errors or acts of omission or commission made by the client/claimant/defendant or errors made by the instructing party are responsible for such inaccuracies and assume responsibility and be accountable for any such inaccuracies.

- 5.10 Explain to the client/claimant/defendant that the medical witness is not and will not be liable for any aspect of their medical care and that whilst they remain under medical care or where investigation and/or treatment is incomplete or expectant it may not be possible for the medical witness to give a clear opinion on diagnosis, prognosis or establish medical causation without additional information.
- 5.11 Permit the medical witness to communicate, in accordance with rules governing medical confidentiality, with the client/claimant/defendant's healthcare provider without threat or risk of sanction when medical priority dictates that medicolegal confidence is breached for the purpose of essential medical management that if not expedited may pose a risk to the client/claimant/defendant's health regardless of any effect such communication may have on the legal case and to assure that the medical witness will not be held liable for any actual or perceived damage to the legal case arising as a consequence of such communication.
- 5.12 The instructing party must complete the pro forma agreement in section 7 and clearly identify the nature of the agreement in relation to agreement and acceptance of terms and conditions or otherwise, required terms for payment and whether the agreement covers just the instruction relating to the current case and that as such further instruction relating to other cases will require authorisation on a case by case basis or whether the agreement is to be extended to multiple instruction from that party or its agents until further notice to change the agreement is issued by either the instructing party or the medical witness.

6. Medical witness duties

- 6.1 The medical witness will correct typographical and clearly established factual errors arising as a consequence of mistakes made by the medical witness during preparation of the report free of charge. This does not extend to requests for alteration in wording or format of reports.
- 6.2 The medical witness is fully registered with the GMC without restriction and licensed and revalidated to practice medicine within the United Kingdom.
- 6.3 The medical witness is CRB registered.
- 6.4 The medical witness is eligible to work within the United Kingdom.
- 6.5 The medical witness is registered as a Data Processor and abides by the principles of the Data Protection Act of 1998.
- 6.6 The medical witness carries professional medical indemnity insurance.
- 6.7 The medical witness is cognisant of Lord Woolf's report of 1996 and is CPR part 35 compliant.
- 6.8 The medical witness is cognisant of Lord Jackson's reforms of 2012 and understands, as far as is relevant to the practice of medicolegal reporting, the key changes determined by the primary legislation of the Legal Aid Sentencing and Punishment of Offenders (LASPO) act of 2012 introduced on the 1st April 2013 and their effect on the Civil Procedure Rules.
- 6.9 The medical witness is in full time NHS employment as a Consultant trauma and orthopaedic surgeon having been trained fully within the United Kingdom with postgraduate qualifications in surgery in general and orthopaedic surgery.
- 6.10 The medical witness will inform the instructing party of relevant change in status.
- 6.11 The medical witness will seek the guidance of the Court in the event of receipt of apparently conflicting or unclear instruction or where there are concerns relating to probity.
- 6.12 The medical witness will review all information relevant to the case made available to him.

7. Single Joint Expert Instruction

When the medical witness is instructed by two or more instructing parties these terms and conditions shall apply to all parties and not be subject to contrary agreement between the instructing parties. Each instructing party will be jointly and severally liable for all the medical witness' fees and expenses. The instructing parties will ensure that all communications from the medical witness are exchanged equitably between them.

8. Explanation of time recording

Increasingly requests for breakdown of time spent in preparation of advice is being demanded by instructing parties. Each report is bespoke. The medical witness does not provide binding quotations. In order to be helpful using the amount, quality, organisation and accessibility of records can be used to help develop an estimated fee however based on experience, my estimation of a fee (which is non-binding) as injuries are always unique to each individual, given the enormous number of intrinsic and extrinsic variables involved in the production of any injury, is of more value and usually closer to the eventual time required to prepare an advice and only the most common injuries can be grouped to evolve comparison of management options. I apologise for the complexity of my work but is not of my making and is usually underestimated by surgeons who do not manage injured children.

The process of preparation of a bespoke medical expert witness report compliant with CPR part 35 is not formulaic and does not rely on completion of a proforma or similar system by the injured party or their representative. I record work done as time spent as I do it, frequently, required research and development of opinion is performed during and alongside reading, interpretation and reflection on information within records, which are often difficult to interpret for a variety of reasons (it is not a simple process such as reading a novel or text book) and then advice is restructured and finalised after repeated assessment of the accumulated information. It is a more complex process to define what injuries were and what treatment has achieved and whether or not it was executed within the reasonable range of expected practice at the time of injury retrospectively, than when performing the care oneself in real time.

Please complete both copies of this agreement and keep this copy for your records and return the one below

Agreement and acceptance of terms and conditions

Case description:
.....

Your reference:

Please confirm or delete as appropriate:

I agree & accept these terms & conditions	Yes	No
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I will pay fees within 30 days in accordance with paras 3.1-3.3 - usual rate = £250 per hour	Yes	No
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I will defer payment of fees in accordance with para 3.5 –

60 days usual rate = £315 per hour	Yes	No
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90 days usual rate = £370 per hour	Yes	No
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Within 30 days of settlement or Court Judgement usual rate = £450 per hour (Please note Court fees must be paid within 30 days of invoice).	Yes	No
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This agreement will apply only to instruction(s) relating to this case	Yes	No
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This agreement will apply to all instruction(s) from me/my company until further notice	Yes	No
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I reject these terms & conditions	Yes	No
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Report to be provided under separate written agreement in accordance with section 4	Yes	No
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I am authorised to make these decisions on behalf of my company and its agents	Yes	No
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Instructing party name and address (please include post code, e-mail and telephone contact):

.....
.....
.....

..... **Post code:**

e-mail:

Telephone:

Position in company:

Signed: **Date:**

Agreement and acceptance of terms and conditions

Case description:
.....

Your reference:

Please confirm or delete as appropriate:

I agree & accept these terms & conditions	Yes	No
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I will pay fees within 30 days in accordance with paras 3.1-3.3 - usual rate = £250 per hour	Yes	No
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I reject these terms & conditions	Yes	No
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Report to be provided under separate written agreement in accordance with section 4	Yes	No
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I am authorised to make these decisions on behalf of my company and its agents	Yes	No
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Instructing party name and address (please include post code, e-mail and telephone contact):

.....
.....
.....
.....
..... **Post code:**

e-mail:

Telephone:

Position in company:

Signed: **Date:**

**Please return this copy of the agreement to:
Mr JSM Dwyer Consultant Orthopaedic Surgeon,
31 Quarry Avenue, Hartshill, Stoke-on-Trent
Staffordshire ST4 6QG**